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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/742,362	12/22/2000	Atsushi Teshima	FF-0113US	8223

21254 7590 03/05/2004

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EXAMINER

ROSEN, NICHOLAS D

ART UNIT	PAPER NUMBER
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3625

DATE MAILED: 03/05/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/742,362

Applicant(s)

TESHIMA, ATSUSHI

Examiner

Nicholas D. Rosen

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 24 April 2001.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-25 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,2,5-7,9,10 and 14-25 is/are rejected.
- 7) ☒ Claim(s) 3,4,8 and 11-13 is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 21 April 2001 is/are: a) ☐ accepted or b) ☒ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☒ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All b) ☐ Some * c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

Claims 1-25 have been examined.

Drawings

The drawings are objected to as failing to comply with 37 CFR 1.84(p)(4) because reference characters "1, 2, 3, 4, 5, and 6" have been used to designate both the series of steps in Figure 18 and the different series of steps in Figure 19 (see also pages 29-31). A proposed drawing correction or corrected drawings are required in reply to the Office action to avoid abandonment of the application. The objection to the drawings will not be held in abeyance.

The drawings are objected to because In Figure 65 (S92), "Is the contents OK?" should be "Are the contents OK?". A proposed drawing correction or corrected drawings are required in reply to the Office action to avoid abandonment of the application. The objection to the drawings will not be held in abeyance.

Specification

The disclosure is objected to because of the following informalities: In the first two lines of page 26, "whether or not the appropriateness of the image can be judged" should be rewritten to be grammatical, e.g., "whether or not the image is appropriate", or, "the appropriateness of the image can be judged".

Appropriate correction is required.

Examiner also wishes to call Applicant's attention to the fact that in various lines, the words of the specification are quite closely spaced, which could pose a problem if the application is published as a patent.

Claim Objections

Claims 1-13 are objected to because of the following informalities: In lines 11 and 12 of claim 1, "by said buyer's selection of a terminal base" should be either "in accordance with said buyer's selection of a terminal base" or "at a terminal base selected by said buyer" or possibly some other phrasing. In line 13 of claim 1, "establishing a trading, which achieves business" is odd, unidiomatic, and unclear English. Appropriate correction is required.

Claims 2-7 and 10-13 are objected to because of the following informalities: In claim 1, "intermediating business" is a method step, but in claim 2, "said intermediating business intermediates said business" appears to make the "intermediating business" a noun, a business that intermediates. Appropriate correction is required.

Claim 5 is objected to because of the following informalities: The phrase "said plurality of real terminal bases" lacks antecedent basis. Appropriate correction is required.

Claim 6 is objected to because of the following informalities: The phrase "said plurality of real terminal bases" lacks antecedent basis. Appropriate correction is required.

Claim 9 is objected to because of the following informalities: The phrases "said seller's database", "the computer system", "the trade history", and "the fee" lack antecedent basis. Appropriate correction is required.

Claims 11 and 12 are objected to because of the following informalities: The phrase "said seller who requests" in claim 11 is unclear, and should preferably be "said seller if said seller requests" or some other correct and idiomatic phrasing. Appropriate correction is required.

Claim 13 is objected to because of the following informalities: The phrase "a black list, which shows a buyer who does not arrive" in claim 13 is unclear, and should preferably be "a blacklist, which comprises a list of buyers who have failed to arrive". Appropriate correction is required.

Claims 15-24 are objected to because of the following informalities: In claim 15, the language, "a terminal base unit, which is installed at each of a plurality of real terminal bases that forms a physical distribution system, said terminal base unit connecting," poses several problems. Unless one terminal base unit is installed at many real terminal bases, the claim should recite, "a plurality of terminal base units, each of which is installed at a real terminal base, the plurality of real terminal bases forming a physical distribution system, each said terminal base unit connecting". Appropriate correction is required.

Claim 17 is objected to because of the following informalities: In the second line, "said terminal base" should be "each said terminal base". In the fourth line,

"communication information" seems to be an error for "communication of information".
Appropriate correction is required.

Claim 25 is objected to because of the following informalities: The third line of claim 25 should end in a colon rather than a semicolon, and the program should be described as comprising "instructions that cause a computer to perform the steps of", or similar language, rather than just "registering", etc. Appropriate correction is required.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 2, 5, 6, 7, 9, and 10

Claims 1, 2, and 6 are rejected under 35 U.S.C. 103(a) as being unpatentable over the anonymous article "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," in view of the anonymous article, "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," the anonymous article, "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). As per claim 1, "Electronic Transfer Associates" discloses presenting virtual goods information,

corresponding to sellers' real goods, in a virtual shopping mall, which would not be possible without receiving and registering virtual goods information from the sellers; intermediating business between said seller and a buyer on said virtual shopping mall by presenting said virtual goods information to a buyer (first four paragraphs); and establishing a trading, which achieves business on said virtual shopping mall (ibid., insofar as this last limitation has any well-defined meaning). "Electronic Transfer Associates" does not disclose setting a delivery path for delivering said real goods from said seller to said buyer by said buyer's selection of a terminal base, but "Netcentives" teaches a package delivery program using PackageNet (fifth paragraph), Galler expressly teaches that PackageNet has applications for pick-up as well as shipping and return (see section regarding "Depot Delivery"), and "Microsoft Plaza" teaches that buyers select their nearest PackageNet store locations (second paragraph). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to set a delivery path for delivering said real goods from said seller to said buyer by said buyer's selection of a terminal base, for the obvious advantage of shipping to locations convenient for the buyers.

As per claim 2, "Electronic Transfer Associates" discloses that the intermediating business (virtual shopping mall) intermediates said business by presenting an image to the buyer (third paragraph). "Electronic Transfer Associates" does not expressly disclose that registering said virtual goods information includes capturing an image of the real goods as a part of virtual goods information, but does disclose providing a full description including a picture of the product, which implies having captured an image of

the real goods. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have registering said virtual goods information include capturing an image of the real goods as a part of virtual goods information, for the obvious advantage of enabling the picture of the product to be presented.

As per claim 6, "Electronic Transfer Associates," "Electronic Transfer Associates" does not disclose instructing a physical distribution system, which includes a plurality of real terminal bases, to deliver said real goods, but "Microsoft Plaza" teaches a physical distribution system, which includes a plurality of real terminal bases (second paragraph, "400 supermarkets that off PackageNet"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to instruct a physical distribution system, which included a plurality of real terminal bases, to deliver said real goods, for the obvious advantage of delivering the goods to locations convenient to buyers.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler as applied to claim 2 above, and further in view of www.PackageNet.com as of November 29, 1999. "Electronic Transfer Associates" does not disclose said seller's setting said terminal base at said plurality of real terminal bases to bring in said real goods, but the PackageNet web site teaches the seller bringing a package to be shipped to one of the plurality of real terminal bases (page titled "How To Ship Packages With PackageNet," specifically paragraph 3). Hence, it would have been obvious to one of ordinary skill in

the art of electronic commerce at the time of applicant's invention to have the trading include the seller's setting said terminal base at one of said plurality of real terminal bases to bring in said real goods, for the obvious advantage of enabling said real goods to be conveniently shipped to the buyer.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler as applied to claim 2 above, and further in view of Shkedy (U.S. Patent 6,260,024). "Electronic Transfer Associates" does not disclose that the intermediating business presents said virtual goods information to said buyer so as to secure anonymity of said seller, but Shkedy teaches conducting electronic commerce wherein an intermediary secures the anonymity of sellers (column 8, lines 27-39). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to the intermediating business present said virtual goods information to said buyer so as to secure anonymity of said seller, for the stated advantage of enabling sellers, for numerous privacy and competitive reasons, not to have their identities revealed.

Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza," and Galler as applied to claim 2 above, and further in view of official notice. "Electronic Transfer Associates" does not disclose updating a seller's database when trading is established, wherein the computer system stores a trade history for each seller in the seller's database, and setting the fee for the virtual shopping mall lower for those sellers whose amount of past trades stored in said seller's database is large. However, official notice is taken that it is

well known to give volume discounts, and to maintain databases of information. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to set the fee for the virtual shopping mall lower for those sellers whose amount of past trades stored in said seller's database is large, for the obvious advantage of encouraging sellers to do business through the virtual shopping mall.

Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Electronic Transfer Associates," "Netcentives," "Microsoft Plaza" and Galler as applied to claim 2 above, and further in view of official notice. "Electronic Transfer Associates" does not disclose inspecting goods. However, official notice is taken that it is well known to inspect goods. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to inspect the goods, for such obvious advantages as assuring that the goods a business is shipping are what was ordered, and of good quality, so as to avoid complaints, lawsuits, and the need to replace defective goods, and to maintain a reputation for quality; and assuring that the goods which one has received are what was ordered, and of good quality, so as to decide whether to pay for them, and whether to request a refund or a replacement. (Claim 10 does not specify who does the inspecting.)

Claims 14-24

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco ("Tend the Store for World Wide Orders") in view of the anonymous article, "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce,"

hereinafter "Netcentives," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"). Scisco discloses a virtual shopping mall system, which is established by using a computer system, comprising: a commercial goods managing database, which is provided to each seller and registers virtual goods information corresponding to real goods of said seller (four paragraphs beginning from "Because Clayton isn't as comfortable"; also "Step by Step" section at the end of the article, especially step 2; the database being inherent). Scisco does not disclose a delivery setting section, but "Netcentives" teaches using the package delivery program PackageNet (fourth paragraph), which involves setting a delivery path for real goods from said seller to said buyer when a trade has been established between said seller and said buyer. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a delivery setting section, which achieves a trade on said virtual shopping mall by setting a delivery path for said real goods, from said seller to a buyer, when a trade has been established between said seller and said buyer who is presented with said virtual goods information in said commercial goods managing database, for the obvious advantage of shipping to locations convenient for the buyers.

Claims 15, 16, 17, 18, 19, 20, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco, "Netcentives," and Galler as applied to claim 14 above, and further in view of www.PackageNet.com as of November 29, 1999, and Knowles et al. (U.S. Patent 5,689,819). As per claim 15, Scisco does not disclose that terminal bases units installed at terminal bases that form a physical distribution system, but the

PackageNet website teaches a collection of terminal bases that form a physical distribution system, and Knowles teaches terminal base units at each of a plurality of real terminal bases (Abstract), connecting to the Internet. Scisco discloses an Internet shopping mall. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall system comprise a plurality of terminal base units, installed at a plurality of real terminal bases that form a physical distribution system, each said terminal base unit connecting and communicating with a virtual shopping mall operations apparatus that manages said commercial goods managing apparatus, for the stated advantage of tracking packages being shipped.

As per claim 16, Scisco discloses a shop managing database, which sets up a virtual shop for selling goods for each of the sellers on said computer system; and a section for processing an owner registration procedure for sellers who want to open a virtual shop and be the owner thereof (first eleven paragraphs; final "Step by Step" section).

As per claim 17, Scisco does not disclose that the terminal base functions as a place for a seller to bring real goods and a buyer to receive said real goods, but the PackageNet web site teaches the seller bringing a package to be shipped to one of the plurality of real terminal bases (page titled "How To Ship Packages With PackageNet," specifically paragraph 3), and Galler teaches a buyer receiving goods in the PackageNet system (see paragraphs regarding "Depot Delivery"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of

applicant's invention for said terminal base to function as a place for a seller to bring real goods and a buyer to receive said real goods, through communication of information with said virtual shopping mall operations apparatus, for the obvious advantage of providing for goods to be conveniently shipped from the seller to the buyer.

As per claim 18, Scisco discloses generating virtual goods information that corresponds to real goods of a seller who is an owner of a virtual shop (four paragraphs beginning from "Because Clayton isn't as comfortable").

As per claim 19, Scisco discloses a media equipment device, which reads image data of real goods from a recording medium (two paragraphs following "Show, as Well as Tell").

As per claim 20, Scisco discloses an image capturing unit, which captures an image of real goods that are brought to a terminal by the seller (two paragraphs following "Show, as Well as Tell").

As per claim 21, Scisco disclose that the section for generating virtual goods information comprises a picture reading unit, which obtains image data of the real goods from a picture of the real goods brought in to the terminal base by the seller (two paragraphs following "Show, as Well as Tell").

Claims 22, 23, and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Scisco, "Netcentives," Galler, www.PackageNet.com, and Knowles as applied to claim 15 above, and further in view of official notice. As per claim 22, Scisco does not disclose that the virtual shopping mall system comprises a section for

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managing, which manages information about leasing to a seller, or an owner of a virtual shop, an image capturing unit, which is used for generating virtual goods information that corresponds to real goods. However, official notice is taken that it is well known to lease equipment, and thus to manage information about leasing. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall system comprise a section for managing, which manages information about leasing to a seller, or an owner of a virtual shop, an image capturing unit, which is used for generating virtual goods information that corresponds to real goods, for the obvious advantages of profiting from rental fees for such image capture units, and doing more business, with consequent increased profits, from the increased display of product images, since not every potential seller would, like Scisco and his brother, already have appropriate image capture apparatus.

As per claim 23, Scisco does not disclose a catalog printing apparatus, which prints out a catalog of virtual goods information, but official notice is taken that catalog printing apparatus is well known. (Many merchants print catalogs; furthermore, many PC's have printers which can be used to print on-line catalogs, or parts thereof, if the PC user chooses to do so.) Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the shopping mall system further comprise a catalog printing apparatus, for the obvious advantage of making printed catalogs available to potential buyers without Internet access, or without Internet access at the time they wish to study and order from a catalog.

As per claim 24, Scisco does not disclose a section for searching, which searches virtual goods information managed by a virtual shopping mall operations apparatus, but official notice is taken that searching apparatus in virtual malls is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have the virtual shopping mall system comprise a section for searching, for the obvious advantage of enabling potential buyers to readily find products of interest to them.

Claim 25

Claim 25 is rejected under 35 U.S.C. 103(a) as being unpatentable over the anonymous article "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," in view of Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?") and official notice. "Electronic Transfer Associates" discloses presenting virtual goods information, corresponding to sellers' real goods, in a virtual shopping mall, which would not be possible without receiving and registering virtual goods information from the sellers; and intermediating business between said seller and a buyer on said virtual shopping mall by presenting said virtual goods information to a buyer (first four paragraphs). This constitutes achieving a trade on said virtual shopping mall, but "Electronic Transfer Associates" does not disclose achieving a trade on said virtual shopping mall by setting a delivery path of said real goods from said seller to said buyer; however, Galler teaches a package delivery program using PackageNet (see paragraphs regarding "Depot Delivery"). Hence, it would have been obvious to one of

ordinary skill in the art of electronic commerce at the time of applicant's invention to achieve a trade on said virtual shopping mall by setting a delivery path of said real goods from said seller to said buyer, for the obvious advantage of making the goods conveniently available to the buyer.

"Electronic Transfer Associates" does not disclose a recording medium which stores a program that can be read by a computer, wherein the program is a program to operate a virtual shopping mall, the program comprising instructions for performing the method steps, but official notice is taken that it is well known to use recording media storing programs to instruct computers to carry out methods. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to use such a recording medium storing a program, for the obvious advantage of saving the cost and trouble of hiring human beings to perform the steps of the method manually.

Allowable Subject Matter

Claims 3 and 4 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," discloses a method for operating a virtual shopping mall, including

some of the limitations of claims 1 and 2, while other limitations of claims 1 and 2 are taught by "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"), as set forth above. The closest prior art of record for the additional limitations of claim 3 is Scisco ("Tend the Store for World Wide Orders"); Kenney (U.S. Patent 6,026,376) and Kondoh et al. (U.S. Patent Application Publication 2001/0056377) are also relevant. Scisco teaches a seller requesting to modify his virtual goods information, and teaches the use (uploading) of images, but does not quite teach presenting each of the images already displayed in virtual goods information of a plurality of registered real goods to the seller when the seller requests to modify said virtual goods information, nor does any other prior art of record.

Claim 8 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," discloses a method for operating a virtual shopping mall, including some of the limitations of claims 1 and 2, while other limitations of claims 1 and 2 are taught by "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic

Commerce," hereinafter "Netcentives," "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?") as set forth above. There is also prior art for charging sellers fees to display their goods information on a virtual shopping mall, and prior art for the goods information being divided into categories. However, neither "Electronic Transfer Associates" nor any other prior art of record discloses, teaches, or reasonably suggests setting the maximum value of the number of categories of said virtual goods which can be displayed on the virtual shopping mall according to the fee charged to the seller.

Claims 11 and 12 are objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," discloses a method for operating a virtual shopping mall, including some of the limitations of claims 1 and 2, while other limitations of claims 1, 2, and 10 are taught by "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?"), or are well known in the art, as set forth above. However, neither

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"Electronic Transfer Associates" nor any other prior art of record discloses, teaches, or reasonably suggests giving a penalty based on a predetermined penalty rule on said virtual shopping mall against said seller if said seller requests to register inappropriate virtual goods information.

Claim 13 is objected to as being dependent upon a rejected base claim, but would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

The following is a statement of reasons for the indication of allowable subject matter: The closest prior art of record, "Electronic Transfer Associates Inc. Announces Details of Worldwide Marketing Agreement with Citron Inc.," hereinafter "Electronic Transfer Associates," discloses a method for operating a virtual shopping mall, including some of the limitations of claims 1 and 2, while other limitations of claims 1 and 2 are taught by "Netcentives and the Microsoft Plaza Enter into Agreement to Drive Electronic Commerce," hereinafter "Netcentives," "MICROSOFT: The Microsoft Plaza Brings Product Returns Convenience to Online Shoppers," hereinafter "Microsoft Plaza," and Galler ("IP: NYT Digital Commerce: Is Delivery the Dealbreaker for E-Commerce?") as set forth above. However, neither "Electronic Transfer Associates" nor any other prior art of record discloses, teaches, or reasonably suggests forming a blacklist comprising a list of buyers who do not arrive to receive real goods they have ordered.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Harrington (U.S. Patent 5,895,454) discloses an integrated interface for vendor/product oriented Internet Websites. Rosenberg (U.S. Patent 5,933,814) discloses an automatic goods ordering process and device for sale facilities. Hill (U.S. Patent 5,970,471) a virtual catalog and product presentation method and apparatus. Kenney (U.S. Patent 6,026,376) discloses an interactive electronic shopping system and method. Dias et al. (U.S. Patent 6,170,017) disclose a method and system coordinating actions among a group of servers. Amidhazour et al. (U.S. Patent 6,381,510) disclose methods and apparatus for facilitating electronic commerce in area rugs. Kondoh et al. (U.S. Patent Application 2001/0056377) disclose a cyber mall system.

Honda et al. (European Patent Application EP 0 950 970 A2) disclose a computer system for an electronic shopping mall.

The anonymous article, "Electronic in-Home Shopping: 'Our Stores Are Always Open,'" discloses an electronic mall. The anonymous article, "CompuServe Adds Powerful Graphics Tools in Alliance with Pegasus Imaging Corporation," discloses an electronic mall with pictures of items for purchase. The anonymous article, "WebMate announces MallMaker and StoreMaker, Revolutionary Internet Software Products for Electronic Commerce," discloses a package for letting a merchant add, delete, or modify product information. The anonymous article "Packagenet Develops Network" (Abstract only) discloses delivering packages to depots. The anonymous article, "iMall's

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Stuff.com to Offer Most Comprehensive product-Based Shopping Search Engine on the Internet," discloses an e-commerce site with a search engine. Mires ("On-Line Shopping Is Open Anytime") discloses on-line malls. The anonymous article, "Keycorp Open Net Portal to Boost Small Businesses" (Abstract only) discloses a virtual Web mall.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen whose telephone number is 703-305-0753. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins can be reached on 703-308-1344. (Wynn Coggins is currently on assignment elsewhere in the Patent Office; the examiner's acting supervisor, Jeffrey Smith, can be reached at 703-308-3588.) The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306. Non-official/draft communications can be faxed to the examiner at 703-746-5574.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Nicholas D. Rosen
NICHOLAS D. ROSEN
PRIMARY EXAMINER

March 2, 2004